

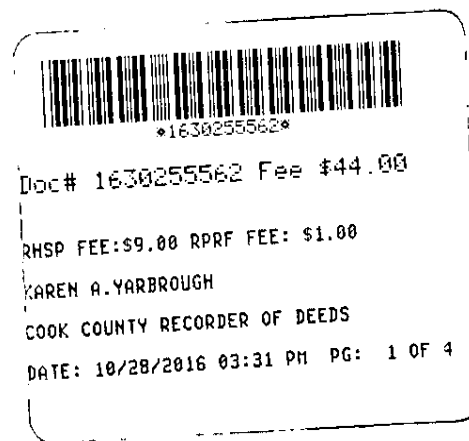
# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

Albany Bank and Trust  
Company, N.A.  
3400 W. Lawrence Avenue  
Chicago, IL 60625

**WHEN RECORDED MAIL TO:**

Albany Bank and Trust  
Company, N.A.  
3400 W. Lawrence Avenue  
Chicago, IL 60625



FOR RECORDER'S USE ONLY

**This Modification of Mortgage prepared by:**

LOAN OPERATIONS DEPT  
Albany Bank and Trust Company N.A.  
3400 W. Lawrence Avenue  
Chicago, IL 60625

ER-6712954

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 10, 2016, is made and executed between 1318 N MILWAUKEE ENTERPRISES LLC, an Illinois limited liability company, whose address is 1420 N. Milwaukee Avenue, Chicago, IL 60622 (referred to below as "Grantor") and Albany Bank and Trust Company, N.A., whose address is 3400 W. Lawrence Avenue, Chicago, IL 60625 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated February 22, 2011 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded with the Recorder of Deeds (Recorder's Office) in Cook County, Illinois on March 10, 2011, as Document No. 1106949030, modified by that certain Modification of Loan Documents dated February 23, 2014 recorded with the Recorder's Office on June 2, 2014, as Document No. 1415355074, and modified by that certain Modification of Loan Documents dated January 21, 2015 recorded with the Recorder's Office on January 30, 2015, as Document No. 1503049171.

**REAL PROPERTY DESCRIPTION.** The Mortgage covers the following described real property located in Cook County, State of Illinois:

LOT 7 AND 8 IN MOORMAN'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 1318-20 N. Milwaukee Avenue, Chicago, IL 60622. The Real Property tax identification number is 17-06-231-006-0000.

**MODIFICATION.** Lender and Grantor hereby modify the Mortgage as follows:

As of the date hereof, the outstanding principal amount of the Note is hereby increased from \$825,000.00 to the maximum principal amount of \$1,300,000.00, the interest rate modified from Prime Rate plus 0.500% to fixed interest rate of 4.00% fixed and the repayment schedule is hereby modified from principal and interest payment of \$5,853.02 to monthly principal and interest payments of \$6,903.20 beginning October 5, 2016 as set forth on the Note of even date, together with all renewals of, extensions

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(Continued)**

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of , modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement. Any reference in the Note, the Mortgage or any other loan documents evidencing, securing and guarantying the loan in their original form or amended to the maximum principal amount of the Loan shall mean \$1,300,000.00.

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 10, 2016.**

GRANTOR:

1318 N MILWAUKEE ENTERPRISES LLC, AN ILLINOIS LIMITED LIABILITY COMPANY

By: 

James Seidenberg, Manager of 1318 N MILWAUKEE ENTERPRISES LLC, an Illinois limited liability company

LENDER:

ALBANY BANK AND TRUST COMPANY, N.A.

X 

Authorized Officer

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## MODIFICATION OF MORTGAGE (Continued)

### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

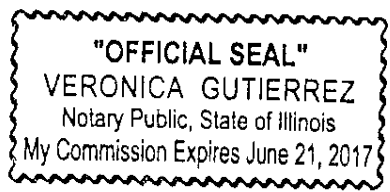
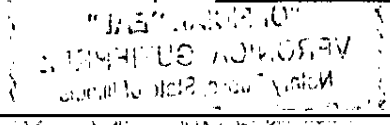
STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 9th day of August, 2016 before me, the undersigned Notary Public, personally appeared James Seidenberg, Manager of 1318 N MILWAUKEE ENTERPRISES LLC, an Illinois limited liability company, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By Veronica Gutierrez Residing at \_\_\_\_\_

Notary Public in and for the State of Illinois

My commission expires 6-21-17



Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 9<sup>th</sup> day of August, 2016 before me, the undersigned Notary Public, personally appeared Travis McCumbe and known to me to be the Vice President, authorized agent for **Albany Bank and Trust Company, N.A.** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Albany Bank and Trust Company, N.A.**, duly authorized by **Albany Bank and Trust Company, N.A.** through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of **Albany Bank and Trust Company, N.A.**

By Veronica Gutierrez Residing at \_\_\_\_\_  
 Notary Public in and for the State of Illinois

My commission expires June 21, 2017

